v. *Blanchard,* 18 Ill. 318, 68 Am. Dec. 547; *Chicago Artesian Well Co.* v. *Corey,* 60 Ill. 73; *Compound Lumber Co.* v. *Murphy,* 169 Ill. 343, 48 N. E. 472; *Clark* v. *Huey,* 12 Ind. App. 224; *Leeper* v. *Myers,* 10 Ind. App. 314; *Minnich* v. *Darling,* 8 Ind. App. 539; *Jones* v. *Hall,* 9 Ind. App. 458; *McGarry* v. *Averill,* 50 Kan. 362, 34 Am. St. Rep. 120; *Delahay* v. *Goldie,* 17 Kan. 263; *Hill* v. *Bowers,* 45 Kan. 592; *Consolidated Engineering Co.* v. *Town of Crowley,* 30 So. 222, 105 La. 615; *Perkins* v. *Pike,* 42 Me. 141, 66 Am. Dec. 267; *Taggard* v. *Buckmore,* 42 Me. 77; *Deardorff* v. *Everhartt,* 74 Mo. 37; *Western Brass Mnfg. Co.* v. *Meppam,* 64 Mo. App. 50, 2 Mo. App. Rep. 929; *Simmons* v. *Carrier,* 60 Mo. 581; *Missoula Mercantile Co.* v. *Odonnell,* 34 Mont. 65, id. 75; *Phoenix Iron Co.* v. *Vessels etc.,* 43 Hun (N. Y.) 429; *Goodrich* v. *Gillies,* 62 Hun. (N. Y.) 479; *Lanier* v. *Bell,* 81 N. Car. 337; *Allen* v. *Elwert,* 29 Oreg., 428; *Murphy* v. *Fleetford,* 30 Tex. Civ. App. 487, 70 S. W. 989; *Hinckley & Egery Iron Co.* v. *James,* 51 Vt. 240. On the other hand there is an equally long line of decisions holding squarely the other way. These decisions are based upon a more liberal view of the statute holding that the material man should not be robbed of his lien at the whim of a contractor or owner to whom he has furnished materials. Especially would this doctrine seem reasonable where the materials were furnished to the owner himself and by him appropriated to some other use than that for which they were furnished. See, *Central Trust Co.* v. *Chicago etc. R. Co.,* 54 Fed. Rep. 598 (Mo.); *Tennis Bros. Co.* v. *Wetzel & T. Ry. Co.,* 140 Fed. 193 (W. Va.); *Small* v. *Foley,* 8 Colo. App. 435; *Neilson* v. *Iowa Eastern R. Co.,* 51 Iowa 714; *Lee* v. *Hoyt,* 101 Iowa 101; *Hobson Bros.* v. *Townsend,* 126 Iowa 453, 102 N. W. 413; *Frudden Lumber Co.* v. *Kinnan,* 117 Ia. 93, 90 N. W. 515; *Greenway* v. *Turner,* 4 Md. 296; *Maryland Brick Co.* v. *Dunkerly,* 85 Md. 199; *Hickey* v. *Collom,* 47 Minn. 565; *Burns* v. *Sewell,* 48 Minn. 425; *Morris County Bank* v. *Rockaway Mfg. Co.,* 14 N. J. Eq. 189; *Stewart Chute Lumber Co.* v. *Missouri Pac. R. Co.* 28 Neb. 39; *Beckel* v. *Petticrew,* 6 Ohio St. 247; *Linden Steel Co.* v. *Rough Run Mfg. Co.,* 159 Pa. St. 238, 33 W. N. C. (Pa.) 244; *Wallace* v. *Melchoir,* 2 Browne (Pa.) 104; *In re Olympic Theater,* 2 Browne 275; *Odd Fellows Hall* v. *Masser,* 24 Pa. (12 Harris) 507, 64 Am. Dec. 675; *Basch* v. *Saner,* 1 Penny (Pa.) 22; *Daniel* v. *Weaver,* 5 Lea (Tenn.) 392; *Jonte* v. *Gill* (Tenn. Ch.) 39 S. W. Rep. 750; *Trammell* v. *Mount,* 68 Tex. 210; *Esslinger* v. *Huebner,* 22 Wis. 602; *Huttig Bros. Mfg. Co.* v. *Denny Hotel Co.,* 6 Wash. 122.

MUNICIPAL CORPORATIONS—PATENTED PAVEMENT—COMPETITION.—Siegel et al. filed objections to the approval by the County Court of Cook County of a special assessment for the cost of a street improvement on the ground that the ordinance under which the improvement was contracted for was invalid because it required the use of "Warren's Bitulithic Pavement," a pavement made under patents in the control of one firm. *Held,* that inasmuch as the statute of Illinois requires contracts for public improvements which are to be paid by special assessment to be let to the lowest bidder, the ordinance was invalid. *Siegel et al.* v. *City of Chicago* (1906), — Ill. —, 79 N. E. Rep. 280.

The ordinance in question was held invalid on the ground that where a

certain material is specified in an ordinance, and that material can be furnished by but one firm, it is impossible to have competitive bids as required by statute, for only that firm can bid. On the other hand, a number of authorities hold that such a strict interpretation of the statute cannot help but prevent the city from enjoying modern, up-to-date improvements, and on that ground decline to give such a strict construction to statutory provisions of that nature. The cases holding the former view are: *Fishburn* v. *City of Chicago* (1898), 171 Ill. 338, 49 N. E. 532, 39 L. R. A. 482, 63 Am. St. Rep. 236; *Monaghan* v. *Indianapolis* (1905) (Ind App.), 76 N. E. 424; *Fineran* v. *Central Bitulithic Paving Co.* (1903), 116 Ky. 495, 76 S. W. 415; *Burgess* v. *Jefferson,* 21 La. Ann. 143, 5 So. 848; *State* v. *Elizabeth* (1871), 35 N. J. L. 351; *Coar* v. *Jersey City* (1871), 35 Id. 404; *Dean* v. *Charlton* (1869), 23 Wis. 590, 99 Am. Dec. 205, but see, *Kilvington* v. *City of Superior* (1892), 83 Wis. 222, 53 N. W. 487, 18 L. R. A. 45. Those cases supporting the other view are: *Yarnwold* v. *Lawrence* (1875), 15 Kan. 126 (but unnecessary to the decision of the case); *Hobart* v. *Detroit* (1868), 17 Mich. 245, 97 Am. Dec. 185, per COOLEY, J.; *Holmes* v. *Common Council* (1899), 120 Mich. 226, 79 N. W. 200, 45 L. R. A. 121, 77 Am. St. Rep. 587; *Barber Asphalt Pav. Co.* v. *Hunt* (1890), 100 Mo. 22, 8 L. R. A. 110, 13 S. W. 98; *In re Dugro* (1872), 50 N. Y. 513; *Baird* v. *New York* (1884), 96 N. Y. 567, but see *Smith* v. *Syracuse Imp. Co.* (1900), 161 N. Y. 484, 55 N. E. 1077; *Hastings* v. *Columbus* (1885), 42 Oh. St. 585. In this same connection, see also *City of Atlanta* v. *Stein* (1901), 111 Ga. 789, 36 S. W. 932, 51 L. R. A. 335, and *Fiske* v. *People* (1900), 188 Ill. 206, 58 N. E. 985, 52 L. R. A. 291, both as to validity of requiring in ordinance that labor be done by union men only. Possibly some of these cases may be distinguished and their holdings reconciled, but it is very clear nevertheless that there are the two views diametrically opposed to each other. See 4 MICH. LAW REV. 78. (See following note).

MUNICIPAL CORPORATIONS — PATENTED PAVEMENTS — COMPETITION.—In an action to enjoin defendant city from performing a contract with the Southern Bitulithic Co. for the pavement of certain streets it was *held,* that the contract was not invalid as tending to create a monopoly even though the kind of pavement contracted for was patented and controlled by two firms. *Dillingham* v. *Mayor etc. of City of Spartanburg et al* (1907), — S. C. —, 56 S. E. Rep. 381.

It was attempted to bring this case within the principle of the cases cited in the preceding note. It seems that there is no provision in the laws of South Carolina requiring cities under such circumstances to let the contract to the lowest bidder, so the only question before the court in the principal case was whether the circumstances under which the contract was made tended to create a monopoly and was therefore void as being opposed to public policy. On that ground the case is readily distinguishable from the Illinois case noted in the preceding note. See also, *Field* v. *Barber Asphalt Pav. Co.* (C. C.) 117 Fed. 925; *Nicholson Pav. Co.* v. *Painter,* 35 Cal. 699, and *Perine etc. Co.* v. *Quackenbush,* 104 Cal. 684, 38 Pac. 533.